UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

JH SHIPPING CO. LTD.,

Plaintiff,

- against -

AL TUWAIRQI,

Defendant.



VERIFIED COMPLAINT

Plaintiff, JH SHIPPING CO. LTD., (hereinafter referred to as "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendant, AL TUWAIRQI, (hereinafter referred to as "Defendant") alleges, upon information and belief, as follows:

- I. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. Jurisdiction over this matter is also present pursuant to the Federal Arbitration Act, 9 United States Code § 1 et seq., and this Court's federal question jurisdiction, 28 United States Code § 1331.
- 2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity organized and existing under foreign law with a principal place of business in Seoul, South Korca.
- 3. Upon information and belief, Defendant was, and still is, a foreign corporation, or other business entity organized and existing under foreign law with a principal place of business in Damman, Saudi Arabia.

- By a charter party entered into on January 19, 2007 on the NYPE 1946 charter 4. party form, Plaintiff, as disponent owner, chartered to Defendant the M/V ZHE HAI 128 for a one time charter trip with a duration of about 25 to 30 days. Pursuant to clause 4 the charter party the hire rate was \$19,000.00 per day. See charter party attached as Exhibit 1.
- 5. Pursuant to the charter party, Plaintiff duly delivered the Vessel into the Defendant's service on 2 February 2007 at Sheerness, and there loaded 21,105 mt mild stee! billets and safely carried same to Jeddah, where the Vessel was re-delivered at 1400 GMT on 24 February 2007.
- 6. Under Plaintiff's Final Hire Statement dated 2 March 2007, a sum of \$84,275.71 is due and owing by Defendant to Plaintiff. See Final Hire Statement attached as Exhibit 2,
- 7. Wrongfully, and in breach of its obligations under the charter party, Defendant has failed to pay the outstanding hire despite repeated demands.
- 8. Pursuant to the charter party, all disputes must to be submitted to arbitration in London with English Law to apply. Plaintiff has commenced arbitrator and has served its claim submissions. Defendant has likewise served its submissions.
- 9. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English Law. As best as can now be estimated, Plaintiff expects to recover the following amounts in the London arbitration:

| Total: | | \$136,881.98. |
|--------|---|---------------|
| C. | Attorneys' fees and costs of arbitration: | \$30,000.00; |
| B. | Interest on principal claim at 8% compounded quarterly for three years: | \$22,606.27; |
| A. | Principal claim for unpaid hire: | 584,275.71; |

The Defendant cannot be found within this District within the meaning of IÔ.

Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendant.

II. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any assets of the Defendant held by the aforesaid garnishee for the purpose of obtaining personal jurisdiction over the Defendant, and to secure the Plaintiff's claims as described above.

WHEREFORE, Plaintiff prays:

- A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;
- B. That the Court retain jurisdiction to compel the Defendant to arbitrate, if necessary, in accordance with the United States Arbitration Act, 9 U.S.C. § 1 et seq.;
- C. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattefs, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee within the District which are due and owing to the Defendant,

in the amount of \$136,881.98 calculated to date to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

- That this Court recognize and confirm any arbitration award(s) or judgment(s) D. rendered on the claims set forth herein as a Judgment of this Court.
- That this Court retain jurisdiction over this matter through the entry of any Ē. judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;
 - That this Court award Plaintiff its attorney's fees and costs of this action; and F.
- That the Plaintiff have such other, further and different relief as the Court G. may deem just and proper.

Dated: June 4, 2008 New York, NY

> The Plaintiff, JH SHIPPING CO. LTD,

Charles E. Murphy (CM 2125)

LENNON, MURPHY & LENNON, LLC

The GrayBar Building

420 Lexington Ave., Suite 300

New York, NY 10170

(212) 490-6050 - phone

(212) 490-6070 - fax

cem@lenmur.com

ATTORNEY'S VERIFICATION

State of New York) ss.: New York City
County of New York)

- 1. My name is Charles E. Murphy.
- I am over 18 years of age, of sound mind, capable of making this
 Verification, and fully competent to testify to all matters stated herein.
- I are an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the Plaintiff.
- 4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
- 5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
- 6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
 - I am authorized to make this Verification on behalf of the Plaintiff.

Dated: June 4, 2008

New York, NY

Charles E. Murphy

EXHIBIT 1

hsjee

쁘낸 사람: <mail@ldans.com> 활는 사망: <everat00@komet.net>

보낸 날짜: 2007년 1월 20일 토요잌 오진 1168 제곡: 2H8 HAI 128 / AL-YUWAIRQI

L. Dens (Shipbrokers) Ltd. UK

Phone: -44 (0) 1708 640 333 Fax: +64 (0) 1708 640 848

: Brail: mail@ldens.com

Doc-No. 1770612 19/JAN/2007 16:58 (UTC) BPM

ATTN HIS DEE/ BEN

ZHS HAI (28 / AL-TUWAIRO)

HEREWITH CONFIRM CHARTERERS LIFTED SUBJECTS IN TIME, THEREFORE PLEASE FIND BELOW FULL RECAPOR PIXTURE.

HEREWITH RECAPITULATE FIX? URE WITE OF DATE 19TH JAN 2007 ASF:

FOR:

- Account AL TUWAIRQI
- Delivery DLOSP Immingham ATDNSHING
- Lay/can: 29 JAN 03 FEBRUARY 0001/2359 HRS LCL TIME
- Hire \$19000/-PDPRINCOT
- For one T/C trip via sp(s) sb(s) sa(s) e.a. and always W/ETWL with littention steel billets
- Duration: so: 25-30 days wog.
- Redelivery 1 SP Red Sea intention Jeddah, PICO
- Bunker Clause: BOD: IFO 500-350MT, MOD 50-60MT BOR ABT SAME AS BOD PRICE: USD 310 FOR IFO, USD 510 FOR MDO
- ILHOC: USD 3500,- LSUM
- C/V/E: USD 1250;- PMPR
- 3.75ct til here inc 1.25pct address
- FNGLISH LAW/LONDON ARBITRATION
- OWISE AS PER OWNS BTB MEAD OF DATED (8TH APRIL 2006 WITH LOGICAL ALTERATIONS ONLY.

END RECAP

VSLS DESCRIPTION:

VSL: ZHE HAU 128

DESCRIPTION:

M/M ZEE HAL 128

Name: "ZHB HAT128"

Type: Bulk Camer

Flagt P.R.C.

BLT: June, 1985/Japan

Class: CCS

Call sign: BLME

Length/Beam/Depth: 167.20m/26.00m/13.30m

26,5!1dwt on 9,541m/SSW

Hold/Hatch: 5/5

Ge/Net: 15786/9209

Panama Grt: 17,135,00 Nrt: 13,065.90

Suez Grt; 16,607.78 Nft; 14,452.13

Cargo hold capacity #1: 4,833.72 4,587.62

#2: 7,436.13 7,182.65

#3: 7,442.68 7,195.06

#4: 7,454.12 7,195.06

#5: 6,702.40 6,509.35

TTL: 33,867.05 / 32,649.74

Hatch Cover: Folding type, Weather tight of steel and

operated by hydraulic cylinders

At Sea: Ballast abt 12.5k on 16.50mt (FO(180CST) ± 2.0T/MDO

Laden ab: 12.0k on 16.50mt IFO(180CST) + 2.0T MDO

In Port: Tale 1.5m; MDO + 1.0m; IFO(180CST)

Gear working 3.3mt MDO ÷ 1.0mt IFO(180CST)

Main Engine: Mitsui-B&W 51,50MCE x 1 set, 5865BMP

Generator Engine: M200L-UT x 3 sots

Deck Crane: 25mt x 4 sets Maker: Fukushima Utd.

Type: Electric-hydraulic crane.

Hold dimension at tank top: Hatch dimension:

21.50m x 4.40m(f) x 17.60m(aft) #J: 13,85m x 13.05m

26.95m x 17.60m #2: 19.25m x 13.05m

#3: 19.25m; x 13.05m; 26.95m x 17.60m.1

#4: 19.25m x 13.05m 26.95m x 17.60m

 $26.18 \text{m} \times 17.60 \text{m}(f) \times 7.20 \text{m}(alt)$ #5: 19.25m x 13.05m

fall details abt"

ZND

MANY THANKS YOUR SUPPORT RESULTING IN THIS FIXTURE.

MEANTIME CHARTERERS HAVE FOLLOWING COMMENTS ON BTB CHARTERS PARTY WHICH WE BELIEVE ARE ALL LOGICAL AMENDMENTS.

para 1 line S : change 'daring' to 'during'

para 5 line 1 : delete 'semi-monthly'

para 8 line 5 : change 'deliver' to 'delivery'

para 22 line 2 : delete 'three' insert 'twenty-five'

rider :

clause 32 ; line 5 ; change 'gold' to 'held'

clause \$3 : defete 2nd paragraph since n/a

clause 55 : line 2 : defete (30/20/15). line 4 : delete '30/20'

clause 70 : CHANGE SUBJECT TO 'RESPONDANCE'

END

PLEASE CONFIRM ALL OX

REGARDS



Time Charter

GOVERNMENT FORM

Approved by the New York Produce Exchange November 8th, 1913-Amended October 20%, 1921: August 8th, 1931: October 3rd, 1946

| This Charter Party, made and concluded in London, 19th, day of Jennery, 2007 |
|--|
| Between JH SHIPPING CO. LTD., SECUL: as Dispanent. MV. "ZHE HAL 128" |
| CAMMAN |

Witnesseth: That the said Owners agree to set, and the said Charterers agree to thre the said vessel, from the time of delivery, for one Time Charter trip via safe port(a), safe berth(s), safe anchorago(s), sivelys aftest and always within Institute Wernanty Limits with intention Steel billists — duration about 25 — 30 days without guarantee always subject to Owners carpo trading exclusion. Charterers have option to break institute Wernanty Umits by paying extra insurance within below mentioned trading limits. Charterers to have liberty to subject the vessel for all or any part of the time covered by this Charter, but Charterers remaining responsible for the fulfilment of this Charter Party. Vessel to be placed at the disposal of the Charterers, at on dropping last outward doe pilot imminghem, any time day or night, Sundays and holidays included. Vessel on her delivery to be ready to receive any iswint/permissible cargo with clean—swept wested down and dried hold and light, staunch, strong and in every way fitted for the service, having weter ballast, winches and dortkey boiler with sufficient deam power, or if not equipped with dankey boiler, then other power sufficient to run all the winches at one and the same time (and with this complement of officers, soamen, engineers and firement for a vessel of her tennage), to be employed, in carrying lawful merchandise, World wide trading within institute Werranty Limits Gae.

Clause 76 es the Charterers or their Agen's shall direct, on the following conditions:

- 1: That the Owners shall provide and pay for all provisions, Commissions, wages and consuler shipping and discharging fees of the Crew: also all consuler fees parteining to vessel's nationality or flag shall day for the insurance of the vessel, also for all the califn, deck, angine-room and other necessary stored, including boiler water and lubrication oil and from water for cow and ferry host which used for Owners' business only, garbage removal and maintain her class and keep the vessel in a thoroughly efficient stage in hull, machinery and equipment with all trapection conflicates necessary to comply with current requirements at ports of call and canals for and during the service falling which Owners are responsible for all time last and expanses directly connected with the loading and discharging incurred thereby for and during the service.
- 2. That the Charterers shall provide and pay for all the fuel except as otherwise agreed, compulsory and customary Port Charges, Pliotages, Agencies, Consular Charges (except those participing to the Grew and Rag of vester), and all other usual expenses except those before stated, but when the vessel puts into a port for causes for which vessel or

hor Owners are its responsible, then all each charges incurred shall be paid by the Owners. Furnigations ordered because of illness of the crew or ports visited to be for Owners account. Furnigations ordered because of cargoss carried white vessel is employed under this charter to be for Charterers account. Charterers are to provide necessary dunnage and shifting boards, also any extra fittings regulate for a special frade or unusua) cargo, but Owners to allow them the use of any dumage and shifting boards already aboard vessel. Charterers to have the privilege of using shifting boards for dennage, they making good any damage thereto.

3, Son Clause 57

- 4. That the Charterers shall pay for the use and hire of the said Vessel at the Faite of ... US\$15,000 per day pro mbs including overtime in... United States Currency per ten-en vesselle-total deadweight-screying enpective including bunkers and effer the same daily rate for any part of a day month; hire to continue until the hour of the day of her redelivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless lost) et an dropping last outward sea pilot one safe port Rod Bee, Intention Jaddah, port in Charterers' option, any time day or night, Sundays and halidays included unless atherwise mutually agreed actice-of-vessels-expected date-of-re-delivery-and perbabia part.
- 5. Payment of seld life to be made in New York. Korea Exchange Bank, Madong Branch, 3509 Min 4-Ching Toboury Ku, Secul 132-104, Kores, Senesiciary Bank ID ; Swift/BIC Address KCEXKRSE, Baneficiary Namo : JH Shipping Co. Ltd., Account Number: 650-604633-367, Reference: 2HE HAI 128 in cash in United States Currency, seraimonthly 15 days in advance, and for the last half month or part of same the approximate amount of hise; and should came not cover the actual time, thire is to be paid for the balance day by day, as it becomes due, if so required by Owners, utless bank guarantee or deposit is made by the Charterors, otherwise falling the punctual and regular payment of the hire. or benk guarantee, or on any breach of this Charter Party, the Owners shall be at liberty to withdraw the yessel from the service of the Charterers, without prejudice to any claim they (the Owners) may otherwise have on the Charterers. Cash for vessel's ordinary discursements at any port may be advanced as required by the Captein with Owners' prior approver, by the Chanterers or their Agents, subject to agency tee and auch advances shall be doducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advance.
- S. That the carge or cargoes be leden and/or discharged in any **safe** dock or at any **safe** when or **bafe** place *or safe.* I anchorage that Charterers of their Agents may direct, provided the vessal can safely lie always afficiat at any-time of tide, except at such places where it is customery for similar size vessels to safely lie aground.
- 7. That the whote reach of the Vesset's Hold, Decks, and trainal places of loading (not more than she can reasonably stow and carry), also accommodations for supercorpo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient abade for Chip's officers, crew, tackle, apparal, ferniture, provisions, stores and fuel.
 - That the Coptain shall prospect his voyages with the utmost dispatch, and shall render all customary assistance with ship's crew and boats. The Captoin (although appointed by the Owners), shall be under the orders and directions of the Charterons as regards employment and agoncy; and Charterers are to load, stow, and trim the cargo at their expense under the supervision *under responsibility o*f the Cautain, who is always responsible for proper handling as: above mentioned or delivery of the cargo who is to sign Bills of Lading for cargo as presented, in conformity with
 - 9. That if the Charteress shall have reason to be dissatisfied with the conduct of the Captain, Officers, or Engineers the Owners shall on receive particulars of the complaint, investigate the same, and, if necessary, make a change in the apprintmonts.
 - 10. That the Charterers shall have permission to appoint a supercargo, who shall accompany the vessel and see that voyages are prosecuted with the utmost despetch. He is to be furnished with free accommodation, and same fare as provided for captain's table, Charterors paying at the rate of uad 10 per day to Owners to victual Pilota and Customs Officers, and also, when authorized by Charterers or their Agenta, to violatel Tally Clerks, Stevedore's Foreman, ato.,

Charterers paying US\$1,250.00 per month or pro rate for cable/victualling/entertainment expenses during this charter

- 11. That the Charterers shall furnish the Captain from time to time with all requisite instructions and sating directions, in writing ar by Telax Cable and Tolephone, and the Captein shall keep a full and correct Log of the voyage of voyages, which are to be petent to the Charterers of their Agents, and femish the Charterers, their Agenta or supercargo, when required, with a true legible copy of delty deck and angine logs in English showing among others copy of deliy Loge, showing the course of the vessel and distance run and the consumption of fuel.
- That the Captain shall use diligence in caring for the ventilation of the cargo.
- 43. DELETED.
- 14. That if required by Charterers, time not to commence before... 0001 hours local time ~25° Jacuary, 2007...and should vessel not have given written notice of readiness on or before... 2869 hours local time - 3rd February, 2007 Charterers or their Agents to have the option of cancelling this Charter at any time not later than the day of vessel's
- 15. That in the event of the loss of time from Beficiency of elekhess, arrive, applient and *for default of men Including* Master Officers and crew or deficiency of stores, fire, breakdown or demages to bull, machinery or lequipment, grounding, detention or delay by the arrest of the vessel (unless such arrest is caused by events for which the Charterors or their agents are responsible) or by average accidents to ship or cargo, dry-docking for the purpose of exemplation or painting bottom, or by any other cores preventing the full working and/or use of the vessel to Charterers, the payment of hire chell decad for the time theraby lost, all fixel consumed and, expenses incurred during off-hirs to be for owners account : but except the foresteld cases caused by Charteress and if upon the voyage the speed be reduced by idefect in or breekdown of any part of het hidt, machinery or equipment, the time so lost, and the cost of any extra fuel consumed in consequence thereof, and all extra expenses directly related shall be deducted
- That should the Vessel be lost, money paid in advence and not earned (renkoning from the date of loss or being lest heard of) shall be returned to the Charterers at onco. The act of God, enemies, fire, restraint of Princes, Rulers and People, and all dangers and accidents of the Sess, Rivers, Machinery, Sollers and Steam Navigation, and errors of Navigation throughout this Charter Party, siways mutually excepted. The vessel shall have the liberty to sail with or without plots, to low and to be towed, to assist vessols in distress, and to deviate for the purpose of sowing life and procerty.

17. See Clause 87.

- 18. That the Owners shall have a lien upon all *Charterers* cargoes, and all sub-freights for any amounts due under titls Charter, including general Average contributions, and the Charterers to have a fler on the ship for all montes paid to advance and not earned, and any overpaid hire or excess deposit to be returned at once. Charterers will not suffer, not permit to be confinued, any figh or enducubrance incurred by them or their agents, which might have priority over the file and interest of the owners in the vessel.
- That all derelicis and salvage shall be for Owners' and Charterers' equal benefit after deducting Owners' and Charterets' expenses and Crew's proportion. General Avorage shall be adjusted, stated and settled according to Yerk-Antworp Rules 1974 *or any amendments in London* Provisions as to General Average in accordance with the New Jeson Clause et affached above are to be included in all bills of lading issued hereunded. Him shall not contribute to Gaceral Average.

20, 95LST60

- 21. San Dry-docking Clause (Rider Clause 72)
- 22. Owners shall mointain the gear of the ship as fitted, providing gear (for all cranes domaks) capable of handling lifts up to San Chara 29 twenty five (25)tons, also providing ropes, fells, slings and blocks, within a normal type and mercrable quantities only as on board. If vessel is fitted with demoke capable of headling heavishlifts, Owners are to provide haceasary granes gear for same, esheavise equipment and geomeranes for heavier life chall be for

Charterers' scoount. Owners also to provide on the vessel lenterns and oil for digit, work, and vessel to give use of electric light when so fitted, but any sadditional lights over those on board to be at Charterers' expense. The Charterers to have the use of any gear on board the vessel.

- 29. Vesse) to work night and day, if required by Charterops, Owners also to provide an the vessel sufficient electric light for night work but any additional light ever those on board to be at Charterers expensed and all cranes whiches to be at Charterers' disposal during loading and dispharging, shore Windowen to be paid by Charterers, in the event of a displact crane or cranes, which or windres, or insufficient power to operate windres. Owners to pay for shore ongine, in lieu thereof, if required, and pay any idea of time operationed thereby.
- 24. It is also mutually agreed that this Charter is subject to all the terms and provisions of both of which are to be included in all bills of lading issued hereunder: USA Clause Paramount, New Both-to-Blame Clause, New Joson Clause, P and I Bunkering Clause and Battle Conference War Risk Clause for Times Charter 1939.
- 28. The vessel shall not be required to enter any ice-bound port, or any port where lights or light-ships have been or are about to be withdrawn by reason of ice, or where there is risk that in the occinary course of things the vessel will not be able on account of ice to safely enter the port or to get out after having completed leading or discharging. Vessel put required to force he or follow ice breaker.
- 28. Nothing iterein stated is to be construed as a demise of the vessel to the Time Charlerent. The owners to remain responsible for the hexigetion of the vessel, acts of pilots and tugbests, insurance, arew, and all other matters, same as when trading for their own account.
- 27. A commission of 1.25 per cent is payable by the Vessel and Owners to *I.E. Hyda & Co. Ltd., London* on hire parned and paid under bits Charter, and also upon any continuation or extension of this Charter, 8, 1.25% to LiDena (Shinbrokers)
- 28. An address commission of 1.25 per cent to be deducted from hire payment by Charterers.

Clause No. 29 to 102 both inclusive as attached, are deemed to be fully incorporation in this Charler Party.

| OWNERS: | CHARTERERS: |
|---------|-------------|
| | |

This Charter Party is computer generated copy of the NYPE(Revised 3rd October, 1948) form printed under licence from the Association of Ship Broker & Agenta (U.S.A), Inc., using software which is the copyright of Stretagic Software Limited. It is a precise copy of the original document which cap be modified, amended or added to only by the striking out of original characters, or the insertion of new characters, such characters being clearly highlighted by underlining or use of colour or use of a larger forthand marked as having bean made by the licensee or and user as appropriate and not by the author.



Clause 29.

Description Clause

Vessel's Natos

: MV "ZHE HAI 128"

Турс

: Bulk Carrier

Flag

: People's Republic of China

Built

; June, 1985/Japan

Class

: CCS

ெள் அன

: BLME

Longth/Beam/Depth

: 167.20 m / 26.00 m / 13.30 m

DWT

: 26,511 dwt on 9,54), m/SSW

Hold/Hatches

; 3/5

GRIANRI

: 15785 / 9209

Panama GRT/NRT

: 17,135,00 / 13,066,00

: 15,607.78 / 14,452.13

Suez GRT/NRT

Cargo hold capacity #1

; 4,831.72

1,587.62

#2

: 7,436.13

7,162,65

#3

7,442.68

7,195.06

#4

17,454.12

7,195.06

: 6,702.40

5,509.35

#S

TOTAL

32,649.74 : 33,867.05

Hatch Cover

: Polding type, Weather tight of steel and operated by

bydraulic cylinders

At Sca

: Ballast shout 12.5 knots on 16.50 mt $\mathfrak{PO}(180\,\mathrm{CST}) \pm 2.0\,\mathrm{T\,MDO}$

Laden about 12.0 koots on 16.50 mt IFO(180 CST) \pm 2.0 T MDO

In Post

Jáic.

: 1.5 pm MDO ~ 1.0 mt IFO(180 CST)

Géar working : 3.3 ppt MDO + 1.6 mt IFO(189 CST)

Main Engino

: Mitsui – B & W 61.50MCE x 1 set, 5865BFP

Generator Engine

: M200L-UT x 3 sots

Deck Crate

: 25 mt x 4 sets

Makar

: Fukushima Ltd.

Турс

: Electric-hydraulie ecane



Continued Cleuse 29.

Hold directaion at tank top Betch dimension.

21,50 m x 4.40 m (f) x 17,50 m (aff) : 13.86 m x 13.05 m

41 26.95 m x 17.50 m : 19.25 m x 13.05 == #226.95 m x 17.60 m ; 19,25 m.x 13,95 m #3.

26.95 m x 17.60 m : 19.25 m x 13.05 m <u>400 A</u>

: 19.25 m x 13.05 m 26.18 m x 17.60 m (f) x 7.20 m (eft) #5

(Ali details about)

- 1. OWNERS (IN THE CHARTER PARTY) / DISPONENT OWNERS FULL STYLE : ZHEJIANG SHIPPING GROUP WENZHOU SHIPPING CO. LTD.
- 2. OWNERS P & I CLUB : CPI
- 3. SIMPS VALUE AND UNDERWRITER : RMB100,000,000 / PICC
- CLASS AND CLASSIFICATION : CCS
- 5. ORT AND SUEZ GRT: 15786/16,607.78
- NRT AND SUEZ NRT: 9209/14,452,13
- 7. LAST SPECIAL SURVEY AND DRY-DOCK : JUL 03/ MAY 06
- 8. NEXT SPECIAL SURVEY AND DRY-DOCK : 2008/2008
- 9. TYPE AND DIMENSION OF HATCHES: FOLDING TYPE

#1: 18.86 m x 13.05 m

#2; 19,25 m x 13,05 m

#3: 19.25 m x 13.05 m

#4: 19.25 m x 13.05 m

#S: 19.25 m x 13,05 m.

19. TYPE AND DIMENSION OF HOLDS:

21,50 m x 4,40 m(f) x 17,60 m (aft)

26.95 m x 17.60 m.

 $26.95 \, \mathrm{m} \times 17.60 \, \mathrm{m}$

26.95 m x 17.60 m

26.18 m x 17.60 m (f) x 7.20 m (aft)

11. HEIGHT FROM WATER LINE TO TOP OF HATCH COAMING

1) LIGHT SHIP CONDITION: NO.1 HOLD 14.84 M.

NO.5 HOLD 11.7 M (NO BALLAST)



Continued. Clause 29.

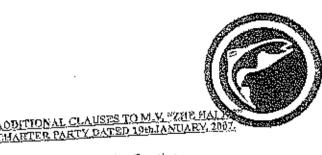
2) FULL BALLAST AND FULL BUNKER CONDITION: NO.1 HOLD 11.34 M

NO.5 HOLD 9.97 M

- 12. HEIGHT FROM WATER LINE TO TOP OF HIGHEST POINT
 - 1) LIGHT SHIP CONDITION: 38,41 M
 - 2) FULL BALLAST CONDITION: 36.09 M
- 13. TANK CAPACITY(FUEL OIL/DESEL OIL/FRESH WATER):
- 34. CONSTANT EXCLUDING/INCLUDING FRESH WATER: 300 MT EXCLUDING FRESH WATER
- 15. CALL SIGN / TELEX / PAX / PHONE / INMARSAT ID: BLME/NIL/FAX, PHONE: 1602523/INM C 441256215
- 16. CARGO GEAR : 25 MT X 4 SETS CRANES
- 17. MASTER'S NAME/NATIOALITY: CAPT. SONG/ CHINESE
- 18 NUMBER OF CREW/NATIONALITY : 24-25/ CHINESE
- 19. ITP/WWP IN ORDER : YES
- 20. DEBALLASTING CAPACITY: ABOUT 400 MT/HOUR.
- 21. LAST THREE SHIPMENTS (TOGETHER WITH LOAD/DISCHARGE PORT): LOG, AFRICA TO CHINA RICE, SE ASIA TO APRICA grain, med to arab
- 22. ISM CERTIFICATE: YES, WILL SEND
- 23. YZK CERTIFICATE: AS PER CHARTER PARTY
- 24. COFR: AS PER RECAP
- 25. EX NAME IF ANY : HANNI SUN

FULL TINERARY:

AGENT:



Weather Routing

The Charterers may supply an independent weather routing company's advice to the Master during voyages specified by the Charterers. The Master shall comply with the reporting procedures of the routing service science by the Charterers, and follow routing company's suggestions concerning navigation, but Master, at his reasonable discretion, may not follow the suggested routes, in which case be has to detail in log book and report to Charterers the reason of diverting from them. Evidence of weather conditions shall be taken from the vessel's deak logs and the weather routing company's report. In the event of a consistent discrepancy between the deck logs and fee weather gorting company's reports, the latter and shall be taken as ruling. The routing company's assessment of the vessel performance is binálag.

Bimeo ISM Clause Clause 31.

From the date of coming into force of the International Safety Management (ISM) Code in relation to the vessel and thereafter during the currency of this Charter Party, the Owners shall procure that vessel and "The Company" (as defined by the ISM Code) shall comply with the requirement of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Sefety Management Certificate (SMC) to the Charteters.

Except as officewise provided in this Charter Party, loss, damage, exponse or delay caused by: failure on the part of the Owners or "The Company" to comply with the ISM Code shall be for Owners' account.

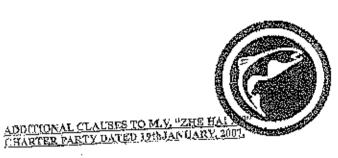
On Hiro/Off Hiro Surveys Clause 32

Joint on hire and off hire surveys shall be held by an independent surveyor, cost of same to be shared 50/50 between Owners and Charterers. Time for on hire survey Owners' account, upless vessel is working, and time for off hire survey Charterers' account. On him survey hold at delivery port or first load part and off bird survey held at lest discharge port.

Additional Insurance Premium Clause 33.

After providing by Owners, Charteress have Shorty to breach Institute Warranty Limits and shall retroburse Owners for additional insurance premium against voucher on Hull and Machinery schoolly paid by them for breaching Institute Wagranty Limits, based on the present Bull and Machinery valuation of the ship. Such additional premium is charged by

Filed 06/04/2008



Continued. ⊜tause 33.

Owners' underwriters and not to exceed the minimum coverage under the London Underwriters Minimum Scale on conditions no wider than their standard from of Institute Time Clause, less usual rehate. Minimum means that Owners' underwriters shall keep the additional premium rate to minimum. Owners confirm that Hull and Machinery Policies contain weiver of subrogation rights against Charterers for loss of, or demage to, the vessel. howspaver caused.

Notwithstanding any term, condition or exception of the Charter, Owners to waive all claims against Charterers for damage arising or resulting from vessel navigating outside Institute Warranty Limits and/or to ports which are reasonably accessfole master to exercise due dilignace to avoid loss of, or damage to, ship and cargo.

Return Insurance Clause 34.

Owners to have the full benefit of any benefit of any lay-up or return insurance premiums by reason of vessel being in port for a minimum period as provided in her insurance policies.

Extra Insurance Clause 35.

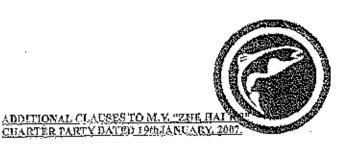
Any additional insurance levied on vessel and any time lost by reason of the vessel's flag,. Ownership, class, to be borne by Owners.

Any additional insurance premium levied on cargo other than by reason of vessel's flag, Ownership, class and any other similar cause to be borne by Charterers.

Chatterers have the liberty to deduct the estimated value of sedelivery bunkers from lest hire payment and if last hire payment is insufficient, then from penultimate hire payment, but only to the extent necessary to enable final hire payment to be sufficient.

Caposilation Due to Extended Off Hire Clause 36.

If the vessel is off hire for thirty (30) days or more during the charter period due to any cause(s) except dry-docking (see Clause 72), the Charteron shall have the option to caucal this Charter Party, without prejudice to any other rights, remedies, or claims which the Charterers may have. Such option shall be exercised by the Charterers by giving written notice of cancellation to the Owners and the vessel shall be redelivered as soon as precticable



Clause 36. Continued.

thereafter once fres of cargo properly and duly discharged under any applicable contract of carriage.

Clause 37. Off-hire

After suspension of hire, from any cause, the vessel shall be placed again at Charterers' disposal at the same equivalent position where hire was suspended. Charterers accept the vessel on hire again in such position and at such time as the vessel may again in all respects be ready to comply with the orders and directions of the Charterers.

During any off hire periods estimated to exceed 8 days, the Owners to give the Charterers not jess than 3 (three) days definite notice of co-entering the service.

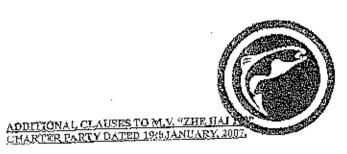
If the vessel has been off hire for a period of 40 (forty) days under this Charter Party except dry-docking, the Charterers are at liberty to cancel this Charter Party, provided the vessel is free of cargo. Charterers have the option to add any off hire period(s) in the Time Charter period(s) at the rate applicable when the vessel was off-hire.

Clause 38. Buoker Quality

Samples at the vessel's manifold of all bunkers supplied by the Charterers during the currency of this Charter Party. Such samples to be sealed and verified as true samples by the bunker suppliers' representative and samples to be retained in safe storage on board the vessel. The samples are to be delivered to the Charterers at their request. In case that bunker supplier will not follow the Charterers' instructions and refuses to witness/verify the sampling procedure on board then the Master to immediately notify Charterers for this refusel and an independent surveyor to be appointed for the witnessing and the verification of the sampling procedure. Cost of this surveyor to be for Charterers' account.

Clause 39. Stevedore Damage

Notwithstanding anything contained herein to the contrery, the Charterers shell pay for any and all damage to the vessel caused by stevedores provided the Mester has notified the stevedores and the Charterers and/or their agents in writing as soon as practical but not later than 24 hours after any damage is discovered, but always prior to the vessel's sailing from port, except for hidden damages which always to be reported as soon as discovered but prior



Continued. Cleuse 39.

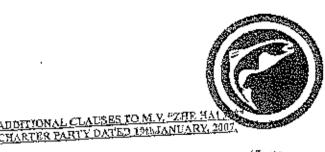
to completion of discharge of each eargo. The Master always to use due diligence as if he . were trading for Owners' own account. Such notice to specify the damage in detail and to invite Chartegers to appoint a surveyor to assess the extent of such damage. The Master to do ulmost to obtain stevedores? signature accepting liability for all stevedore damages.

Document 1

- In case of any and all damage(s) affecting the vessel's seaworthiness and/or the safety (\mathbf{B}) of the crew and/or affecting the trading capabilities of the vessel, the Owners, provided that required facilities are available locally, shall immediately arrange for repairs of such damage(s) at their expense and the vessel is to remain on hire until such repairs are completed and if required passed by the vessel's classification society and the Charterers to reimburse the Owners on receipt of properly supported repair invoice/s.
- Any and all damage(s) not described under point (a) above shall be repaired at the (5) Charterers' option, before or after redelivery concurrently with the Owners' work. In such case no hire and/or expenses will be paid to the Owners except and insofar as the time and/or the expenses required for the repairs for which the Charterers are responsible, exceed the time and/or expenses necessary to carry out the Owners' work.
- It is expressly agreed and understood by the Owners, that the purpose of compliance of Owners' and Master's obligations in this clause is to preserve the Charterers' rights of recourse against the party allegedly responsible and if the Owners and/or the Master fail to comply with their obligations under this clause, the Charterers shall not be responsible to Owners for any such damage,

Clegge 40. Operanting

Owners shall be liable for any delay in quarantine arising form the Master, Officers or crew having communication with the share in any infected area without the written consent of Charterers or their Agents, also for any loss of time farough detention by Customs or other authorities caused by smuggling or other infractions of local law on the part of the Master, Officers or crew. Any time lost by such causes may be deducted as off fifre.



Deratisation or exemption certificate Owners to supply and vessel to be in possession of a valid deratisation or exemption certificate throughout the duration of the Charter Party.

Safety and Health Regulations Owners warrant that the vessel shall be in possess of the necessary certificates to comply with all safety and health regulations and all current requirements at all posts of call during the currency of this Charter, without hindpance or delay.

Tonnage Certificate -Clause 43. Owners will obtain an official International Tonnage Certificate prior to delivery and required renewals throughout the Charter period, the current valid certificate being on board the vessel at all times. In the event extra charges directly incurred by reason of lack of Enternationals Touringe Certificates, same shall be for Owners' account.

Cargo and Equipment Clause 44.

Owners guarantee that foroughout this Charter vessel's equipment shell comply with regulations and/or requirements in effect at all ports of call, canals and countries in which vessel will be employed. Owners also guarantee that vessel shall be at all times in possession of a valid and up to date certificate on boatd to comply with such regulations and/or \sim requirements. If stevedores, longshoremen, or other labourers are not permitted to work by reson of any feiture of the Captein, Owners and/or their Agents to comply with such regulations or by season that years' is not in possession of each valid and up to date certificate(s), then Owners shall take immediate corrective measures. Charterers may suspend hire for time lost thereby and any expenses directly related including stevedores' standby time shall be for Owners' account.

Owners warrent to have scoured and cerry on board the nucessary pertificates to call any port under this charter.

TF Clause 45.

Owners warrant that the vessel's erow is and will be during the period of this Charter Party employed under a bone fide union agreement, the standard of which is fully acceptable to the IMP, and unions in all countries not excluded in this Charter Party.



Clause 46. Deleted.

P & I Cover Clause 47.

Vessel shall be entered and will remain entered during the full currency of this Charter with a recognised first class P & I Club and shall carry full P & I cover, including cargo and pollution cover. Such cover shall always be at the sole expense of the Owner. If the Owner fails to maintain P & Leover as provided for in this Clause, in the manner described, Charterers may place equivelent insurance at Owners' expense and deduct the cost of such insurence from vessel's hire.

Document 1

Owners to have the benefit of Owners P & I cover in so far as the rules permit. Owners have vossol covered with : China Ship Owners' Mutual Assurance Association.

Pollution Clause 48.

Owners wattern that the vessel is entered with the Protection and Indemnity insurer listed in Clause 55 of the full coverage available for Marine Pollution risks.

When an escape or discharge or oil or other bazardous substances occurs from the vessel and causes or threatens to cause pollution damage, or when there is the threat of any escape or discharge of oil or other hazardous aubstances (i.e. a grave and invariant dauger of the escape or discharge or discharge which, if it occurred, would create a serious danger of pollution demago), then Owners shall immediately undertake such measures as are reasonably necessary to prevent or minimise such damage or to remove the threat.

Owners shall keep Charteners advised of the nature and result of any measures taken by them, and, if time permits, the esture of the measures intended to be taken by them. In the event Owners fail to undottake such measures, Charterers may, at their option, upon notice to Owners or to the Master, do so themselves and any measures taken by Charterors shall be deemed taken on Owners' authority and as Owners' agent and shall be at Owners' expense except to the extent that any such pollution damage or threat was caused or contributed to by Charterers.

Document 1

Cargo Claims Clause 49.

Cargo claims between the Owners and the Charterers shall be settled in accordance with fire Inter-Club New York Produce Exchange Agreement of February 1970, as amended 1996.

Last Voyago Clause 50.

Deleted.

Hold Cleaning Clause 51.

On arrival at first load port all cargo holds to be completely clean, awept, washed down by fresh water and dried up, theo of salt, rust scale and previous cargo residue and fully ready to receive Charterers' intended eargoes in all respects and should pass shippers' or competent authorifies' inspection, otherwise vessel to be put off hire from the time of failing until the time of passing re-inspection and any time lost/expenses incurred thereby to be for Owners' . account.

The above services shall be considered as a minimum and in shall no way be construed as an alternative to or reduction in the services to be rendered by Officers and crew in accordance with the Maritime Code of the country whose flag the vessel sails or in accordance with what la customary practice in the trade.

Redelivery Dirty Clause 52.

Charterers are to have the option of redelivering the vessel with dirty holds paying Owners lumpsura USS3.500,00 in lieu of cleaning, removal of durinage and securing materials.

Cigusa 53.

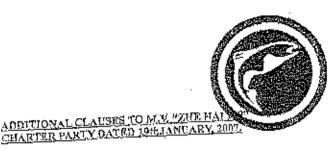
Deleted.

Cleuso 54.

Deleted.

Dolivery and Redelivery Notices Clause 55.

Owners to keep Charterers closely advised of expected date and place of delivery and give approximate 10 and definite 7/5/3/2/1 days' notices thereof. Charterers to give approximate 15/10 and definite 7/5/3/7/1 days' notices of reactivery.



Inspection Rights Clause 56.

The Charterers shall have the rights and privilege of having their representatives visit the vessel while in port or at sea. Charterers' representatives shall have access to the entire vessel (excluding accommodation spaces) and the Mastet, Officers and crew of the vessel shall cooperate with and render any end all reasonable assistance that the Charteress' representative may gequire.

Bunkers Claus≏ 57.

Benicers on delivery 500/550 metric tops IFO and 50/60 metric tops MDO.

Buskers on mobilivery about the same as bunkers on delivery.

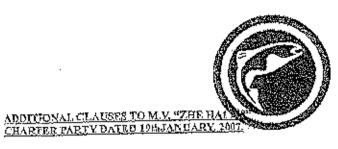
Prices both sads: US\$310,00 per metric for for IFO and US\$610,00 per metric for MDO.

Master/vessel has Faerty to burn MDO for main eagine when manacuvring in shallow/herrow. waters, transiting canal/rivers and in/out ports.

Charterers/Owners allowed to replenish additional bunkers if necessary at yard/last discharge port before delivery/redelivery at Charterers'/Owners' account provided the same not interfere with proper operation of the vessel.

Shipboard Personnel and their Duties Clause 58.

- Upon delivery and throughout the duration of this Charter: A)
- Vessel shall have a full and officient compliment of Mester, Officers and esew for a (i) vessel of her tonnage and design, who shall in any event not be less than the number required by the lows of the flag, state and who shall be trained to operate the vessel and her equipment competently and safety.
- All shipboard personnel shall hold valid conflicates of competence in accordance (25)with the requirements of the law of the flag state;
- All shipboard personnel shall be trained in accordance with the relevant provisions of the International Convention on Standards of Training, Certification and Watch Keeping for Sessfarers 1973 and/or other rules or regulations that may be promulgated from time to time.
- These shall be on board sufficient personnel with a good working knowledge of the English language to enable cargo operations at leading and discharging places to be estrict out efficiently and safely and to enable communications between the vessel and those loading the vessel or accepting discharge therefrom to be satisfed our quickly and efficiently.



Continued. Clease 58.

- Owners guarantee that throughout the Charter period the Master shall, with the B) vessel's Officers and crew, unless otherwise ordered by Charterers;
- Prosecute all voyages with the unitost dispersh. (i)
- Render all dustomary assistance, and (ii)
- Load and discharge cargo as rapidly as possible when required by Charterers or their (iii) Agants to do so, by night or day, but always to eccordance with any applicable laws of the Hag states.

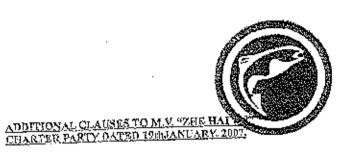
Clause 59. Services

Hire to include but not be limited to the following services from the vessel's Officets and crow:

- Docking and undocking; 1.
- Shifting and werping of the ship disting leading and/or discharging; 2.
- 3. Bunkering:
- Opening and closing of betches in preparation for, during and after loading and 4.(a)discharging (including times when weather may adversely affect condition of cargo),
 - The Officers and crow to shape up the vessel's hatches as much as possible as far as b) weather pennits prior to vessel's errival at loading and/or discharging port or places se as to immediately commence loading/or discharging operations.
- The erew are to sweep end/or wash the holds and any other cargo coropartments between voyages to make the vessel ready in every respect for the next cargo acceptable to competent authorities (See Clause 61);
- Supervision, direction and control of loading and discharging; 6.
- All evertime of the Master, officers and crew; 2.
- When certain of the above survices are prohibited by shore labour regulations, the 8. Master shall comply with such regulations but shall use his best endeavours to perform the services at sea whenever possible.

Clause 60. Struggling

It is strictly forbidden for the Master, Officers and grow to have any contraband or illegal merchandise on board and any such contraband or Mogal merchandise found on board is to be confiscated by the Master. Any fittes imposed on the yeared, the Owners, Master, Officers, orow or on the Charterers originating from the Master and/or members of the crew by any



Continued. Clause 60.

regulatory body, particularly as regard to strangeling will be for Owners' account and the Charterers are not to be responsible for any consequences resulting from such an offence. The Owners guarantee that bonded stores will only be purchased with permission of the Master.

Document 1

Charterers' Equipment Clause 61.

The Master is to keep a record of all Charterers' gear, equipment, dunnage and/or stores supplied to the vessel and to maintain same in good condition. Such gear, confirment, dumage and/or stores to be returned to Charterers prior to redelivery of vessel to Owners, or if requested by Charterers at any time during the period of Charter, in like good condition as supplied (fat wear and fear excepted). Charterers to redeliver the vessel with lashing materials as on board after taking back the material from Charterers,

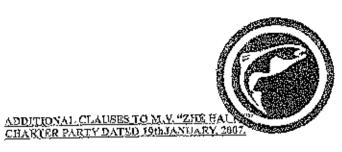
Maintenance Clause 62.

- Throughout the Charter period Owners, whenever the passage of time, wear and tear A١ of any event requires steps be taken to maintain or restore the conditions stipulated in this Charter, aball exercise due diligence so to meintain or restore the vessel.
- If at any time while on hire under this charter, the vessel fails to comply with its requirements then hire shall be reduced to the extent necessary to indemnify Charterers for such failure. If and to the extent that such failure affects the time taken by the vessel to perform any services under this Charter, hire shall be reduced by any amount equal to the values, calculated at the rate of hire, of the time so lost, and any extra expenses incurred by Charterers (including fuel) shall be for Owners' account.

Any reduction of hire under this Charter Party shall be without projudice to any other remedy available to Charterers. If no actual loss to Charterers by such failure/ non-compliance, hire not to be reduced.

Letter of Indomnity Clause 63.

Coenterers will make every endeavour to ensure that original Bill(s) of Lading are available as discharge port on or before vessel's strival to discharge port. However, if original Bill(a) of Lecting are not available then Owners agree to discharge entire carge withour delay against presentation of Letter of Indomnity signed by Charterers only in Owners' P and I Club standard wording.



Clause 63. Continued.

Original Bill(s) of Lading to be forwarded to Owners as soon as lifthey become available.

Clause 64. Blacklist

Owners warrant vessel has not traded Russian Pacific poins for the past two years and vessel is not black listed by Canadian / USA / Australian / South African port authorities.

Owners warrant vossel has not traded to largel, Cuba, North Korea and vessel is not black. Hated by South African port authority or government.

Owners guarantee that vessel is not black listed by any of vessel's calling ports and countries under this charter.

Clause 65. Punchial Payment

Referring to lines 129 and 130, where there is any failure to make "punctual and regular payment", Charterers shall be given by Owners 3 (three) banking working days notice to rectify the failure; where so rectified the payment shall be deemed as punctual and regular:

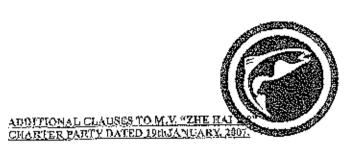
Clause 65. Agency

Owners may appoint Charterers' agents to attend to minimal husbanding matters, such as headling mail, shore pass, taxi rides and minor stores requirements without agency fee.

Owners will handle their items either through Owners' agents or Charterers' agents. If Charterers' agents are used by Owners, Charterers will settle Owners' accounts with Charterers' agents for Owners with Owners' written confirmation, Charterers will deduct such account from next hire payment to Owners.

Clause 67. Arbitration

This contract shall be governed by and construed in accordance with English lew and any dispute arising out of or in connection with this contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory medification or re-chactment thereof save to the extern necessary to give effect to the provisions of this Cleuse. The arbitration shall be conducted in accordance with the London Maritime Arbitrators' Association (LMAA) terms current at the time when the arbitration proceedings are commenced.



Clause 67. Continued.

The reference shall be to three erbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and give notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing heroin shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

Clause 68. Was Cancellation

Both Charteress and Owners have option to cancel balance Charter Party if war breaks out between any two or more of the following countries:

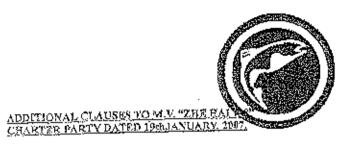
United Kingdom, U.S.A., U.S.S.R., People's Republic of China, France, Canada, Japan, and Germany.

Clause 69. Titles

The titles in Clauses and Sub-Clauses of this Charter shall not in any way affect the interpretation thereof.

Clause 70. Resocitance

If there is any notice advice from the Owner and abould be decided, the decision must be declared by the Charterers within 24 running hours after receipt of the Owners' notice. If the



Continued. Clause 70.

Charterers do not reply within the limited hours, it shall be deemed to accept the Owners desision without any different opinion.

Document 1

Bottom Fooling Clauss 71.

If the vessel's speed capacity is reduced as a result of the bottom growing fouled by reason of -. the vessel being in port for a period in excess of 20 (twenty) days, unless such stay is caused by vessel/Owners, the Owners are not to be responsible for reduction in speed of the vessel up until such time as her next scheduled dry-dock or bottom cleaning arranged by Charterers.

Dry-docking Clause 72.

Deleted.

Hire Payment Clause 73.

Hire rate to be US\$19,000 per day pro tate including overtime. The first 15 days hire plus value of bunkers on delivery to be paid within 3 banking days after vessel's delivery and receiving invoice by fax or telex and thereafter psyable every 15 days in advance.

Owners' bank account details : see Clause 5.

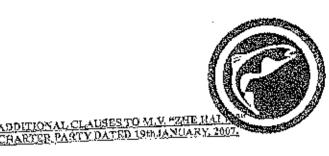
Charterers are entitled to deduct from the last sufficient him payment(s) hunkers on redelivery and Owners' disbursements account. In lieu of hold cleaning on redelivery US\$3,500.00 inapsum.

Сідчяс 74.

Chartegers to ensure the vessel to be left in seaworthy trim for shifting between botths and/or ports to Master's satisfaction.

Cargo Exclusions Clause 75.

All dangerous, inflammable, injudous, hazardous and corresive cargoos, explosives of any kind including biasting caps and detonators, black powder, arms, aminutition and war materials of any kind and/or their wastes, soids, petroleum or its products, nephths, impentine, motor spirits, asphalt, pitch, tar, animonium sulphate, harmful and corresive fertilisers, petcoke, calcium embide, calcium hydrockloride, ammonium nitrate/ammonium



Continued. Clause 75.

sulphate (except for furtiliser grade which allowed), cement, salt, botax in bulk, charcoal, keran, pressored goods, livestock, copra, hides, quick lime, surificwer send expellers, sludge ore, motor blocks and turning, nucleus and radio active materials/products/wastes, isotope, direct coduced iron one, hat briquetted from caustic soda, zine ashes, ferro silicen, concentrate, bone must, mobile homes, resin, harmful and combustible seed cakes and oil cakes, wet hides, plean firmto, DRIP, log, pond coal, fish meal, bones, metal botings and outlings, waste paper, sea/river sanda.

Tracing Exclusions Clause 76. Iraq, Libya, Ethiopia, Somalia, CIS/Russian Pacific ports, Zaire, Liberia, Georgia, Yemen, Haiti, Cube, Cambodia, Israel, Syria, Labanon, Alaska, St. Lawrence above Montreal, Namibia, Gulf of Sirte, Albaria, Abichazia, Sri Lanka, Sierra Leone, Eritrea and Taiwar, all war and war like zones which to be determined by Lloyd's London and any other places which vessel is from time to time prohibited to call by the national authority under the vessel

NAABSA Clause Clause 77.

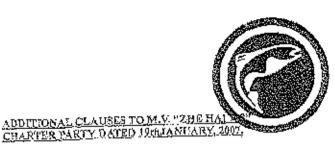
Ja rogistered.

NABBSA Clause to be applied at Buenaventura, Guayagnil, Brazilian and Argentinian ports and Nigeria. Only always affoat except at such places where is customary for similar size vessels to safely lie aground after obtaining Owners' approval :

- Charterers guarantee that such place where is customery for m/v "ZHE HAI 128" to 1, safely lie aground at both during loading and/or discharging operation.
- The BAABSA (not siways affoat but safely aground) clause to be applied only while vessel is at berth for loading or discharging cargo and is not applicable to the operation of berthing / un-borthing and/or navigation of entering/leaving port.
- Charterers are fully responsible for any cost/expense caused/incurred directly and/or 3. indirectly by damage to the bottom of ship due to such operation (ite aground).

CONWARTIME 1993 Clause 78. BIMCO STANDARD WAR RISKS CLAUSE FOR TIME CHARTERS, 1993 Code Name: "CONWARTIMS 1993"

For the purpose of this Clause, the words:

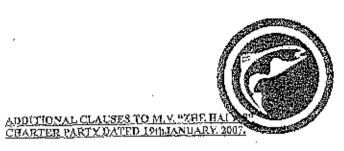


Clause 78. Continued.

- (a) "Owners" shall include the shipowners, bareboat Charterers, Disponent Owners, managers or other operators who are charged with the management of the vessel, and the Master; and
- (b) "War Risks" shall include any war (whether echai or threatened), get of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether notical or reported), ects of piracy, acts of terrorists, acts of bestility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be daugerons or are likely to be or to become dangerous to the vessel, her cargo, crew or other persons on board the vessel.
- (2) The vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or farough, any port, place, area or zone (whether of fand or sea), or any waterway or canal, where it appears that the vessel, her cargo, crew or other persons on board the vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.
- (3) The vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howevers, or to proceed to an area where she shall be subject, or is likely to be subject to a belignments right of search and/or confiscation.

(4)

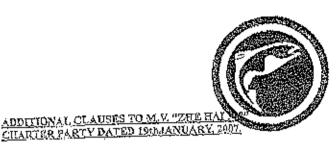
- (a) The Owners may effect was risks insurance in respect of the Hull and Machinery of the vessel and Cheir other interests (including, but not limited to, loss of carnings and detertion, the crow and their Protection and Indomnity Risks), and the premiums and/or calls there for shall be for their account.
- (b) If the Underwriters of such insurance should require payment of premiutos and/or calls because, pursuant to the Charterers' orders, the vessel is within, or is due to enter and remain within, any srea or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such promiums and/or calls shall be reinsbursed by the Charterers to the Owners at the same time as the next payment of hire is due.
- (5) If the Owners become liable under the terms of employment to pay to the crew any beaus or additional wages in respect of sailing into an area which is dengarous in the manner



Clause 78. Continued.

defined by the said terms, then such borns or additional wages shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due,

- The vessel shall have liberty:-(6)
- to comply with all orders, directions, recommendations or service as to departure, (e.) actival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Covernment of the Nation under whose flag the vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;
- to comply with the order, directions or recommendations of any war risks (b) underwriters who have the authority to give the same under the terms of the war riaka insurance:
- to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to chey the orders and directions of those who are charged with their enforcement;
- to divert end discharge at any other port any cargo or part thereof which may render the vessel liable to confiscation as a contraband carrier,
- to divert and call at any other port to change the crew or any part thereof or other persons on board the vessel when there is reason to believe that they may be subject to interrment, imprisonment or other sanctions.
- If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the fooding or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charteters notice of the Owners' intention to do so and requesting them to morninate a safe port for such discharge. Pailing such nomination by the Charterers within 48 hours of the receips of such notice and request, the Owners may discherge the cargo at any safe port of their own choice.
- If in compliance with any of the provisions of sub-clauses (2) to (7) of this Clause (8)enything is done or not done, such shall not be deemed a deviation. But shall be considered as due fulfilment of this Charter Party.



Both To Blame Collision Clause Cjause 79. If the Hability for any collision in which the vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following clause shall apply.

Document 1

New Both To Blame Collision Clause Classe 80.

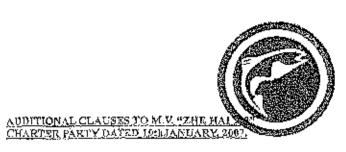
If the ship comes into collision with another ship as a result of the negligence of the other ship and any set, neglect or default of the Mester, mariner, pilot or the servents of the certies in the navigation or in the management of the ship, the Owners of the goods carried hereunder will indennify the carrier against all loss or liability represents loss of or damage to or any claim whatsoever of the Owners of the said goods, paid or payable by the other or non-carrying ship or her Owner to the Owners of the said goods and set off, recouped, or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying ship or camer.

The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects offer than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.

And the Charterers shall procure that all Bills of Lading issued under this Charter Perty shall contain the same clause.

U.S.A. Clause Paramount Clause St.

This Bill of Lading shell have offcer subject to the provisions of Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and softing herein comained shall be deemed a sustender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or Habilities under said Act. The provisions steled in said Act shall (except as may be otherwise specifically provided herein) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the carrier. The carrier shall not be Hable in any capacity whatsoever for any delay, non-delivery or mis-delivery or loss of or damage to the goods occurring while the goods are not in the actual custody of the carrier.



Clause 82. General Average and The New Jason Clause
General Average shall be payable according to the York/Antiwerp Rules, 1974 as amended
1990, but where the adjustment is made in accordance with the law and practice of the United
States of America, the following clause shall apply:

New Jason Clause

In the event of accident, danger, demage or disaster before or after the communication of the voyage, resulting from any cause whatsoever, whether due to negligence or not for which, or for the consequence of which, the carrier is not responsible by stabile, contract or otherwise, the goods, shipper, consignees or Owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges there shall, if required, he made by the goods, shippers, consigness or Owners of the goods to the carrier before delivery.

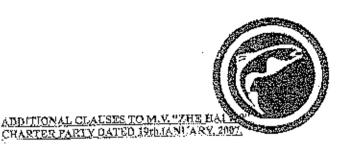
And Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.

Clause 83.

Deleted.

Clause 84. Bimco Standard Double Banking Clause

- (a) The Charterers shall have the right, where and when it is customary and safe for vessels of similar size and type to do so, to order the vessel to go, lie or remain alongside another vessel or vessels of any size or description whatsoever or to order such vessels to come and remain alongside at such safe dools, where, enchorage or other place for transhipment, leading or discharging of cargo and/or bunkering.
- (b) The Charterers shall pay for and provide such assistance and equipment as may be required to enable any of the operations mentioned in this clause safely to be completed and



Clause 84. Continued. shall give the Owners such advance notice as they reasonably can of the details of any such exertions.

- Without projudice to the generality of the Charterers' rights under (a) and (b), it is (c)expressly agreed that the Master shall have the right to refuse to allow the vessel to perform as provided in (a) and (b) if in his reasonable opinion it is not safe so to do.
- The Owners shall be entitled to fusure any deductible under the vessel's hull policy (\underline{b}) and the Charterers shell reimburse the Owners any additional premium(s) required by the vessel's Underwriters and/or the cost of insuring any deductible under the vessel's built policy.
- The Charterers shall further indomnify the Owners for any costs, damage and (e) liabilities resulting from such operation. The vessel shall temain on hite for any time lest including periods for repairs as a result of such operation.

CANCELLING CLAUSE 2002 (CODE NAME: CANCELCON 2002) Clause 85. Deleted.

Sulphur Protective Clause Clausa 86.

Charterers have too liberty to carry two voy, sulphur (whether it be full or part cargo) during the entire exprency of this Charter Party if exercised, on following conditions:

- Charterers undertake to use holds as little as possible, provide vessel's sisbility trim г. and stress permitting.
- Before loading, all holds assigned for suiphur to be lime washed by Charterers at their time/expense/risk to the satisfaction of Master and independent surveyors appointed by Charterers at their time/expense.
- Cargo to be loaded/stowed/trimmed/discharged strictly according to latest IMO and/or any other locast regulation/miles applicable to such cargo.
- All firsh water used for irrigation onto sulphur during loading/voyage/discharging to ₫, be for Charterers' account.
- After discharging Charterers undertake thorough cleaning of holds including removal of lime wash coating and to supply sufficient fresh water at their expense for washing down. of all holds to the satisfaction of the Master.



Clause 86, Continued.

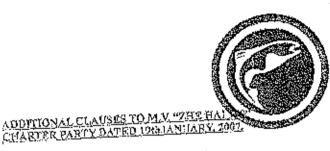
- Such cargo not to be the last cargo prior to redelivery.
- g. Any extra expense resulting there from/incurred thatoby (such as holds cleaning to Master's satisfactions/holds survey etc.) and detention through any of above cause to be for Chartegers' account.
- h. Charteres are allowed to use ship's crew to perform lime-washing and removal of same and repairting as necessary against paying US\$600.00 per bold besides normal intermediate holds cleaning, but always subject to prior consent of Owners/Master/crew and local regulations permitting. And all time used to be for Charterers' account. Owners/Master are not held responsible for passing hold cleanliness for loading next cargo and for any consequences, whatsuever caused the to such arrangement.

Clause 87. Cosco Conceptrate Loading Clause

Vessel is to load concentrates at Alaska, British Columbia, United States West Coast, Australia, Calle, Argentina only. For loading concentrates the stowage to be within vessel's strength. All necessary separations if required to be properly excepted up to surveyors' and Master's satisfaction at Charterers' expense and time and engo to be loaded, stowed, separated, trimmed and discharged etc., according to latest IMO and local enthodities regulations. At Master's request, Charterers are allowed to appoint P and I surveyor or independent surveyor to supervise loading, atoming execution of separation etc. to surveyor's agreement and Master's satisfaction at Charterers' time and expenses.

Charterers to supply vessel shippors' certificates of transportable moisture limit and cargo moisture content evidencing cargo compliance with latest IMO regulation. After loading, cargo must be properly trimmed at Charterers' fine and expense to surveyors' satisfaction.

It is understood that loading torms for loading concentrated to be weather working days. During leading, Master has the right to stop loading and close the hatches if rain affects concentrates moisture contents. Any such stoppage is not considered to be off hire under this Castter Party. Charterers to pay crew special bonus US\$200.00 per holds after/during completion of discharge.



Camerá Protectivo Clause Notwithstanding the cargo exclusions as above, Chartorers have liberty to carry 2 (two) Chause 88. cargoes of bulk cement, (whether it is full or part cargo), during the entire carrency of this charter on following conditions:

- Should any additional/appoial washing down of holds before loading be required/ recommended by independent surveyors appointed by Charterers at their expense/time, such wash down to be stranged by Charterers at their expense/time;
- After loading, Charterers undertake to arrange at their expense any special/extra 2, trimming and/or levelling of cargo to Master's satisfaction and also Chanterers to give reasonable time to allow for the cargo to settle and any air to escape before vessel's departure from loading berth/port;
- After discharge Charterers to supply sufficient flock water et their expense for 3. washing down of all holds.
- Such cargo not to be the last cargo prior to redelivery; ۷.
- Any extra expenses resulting therefrom/incurred thereby and any detention through any of above causes to be for Charterers' account;
- Charterers are allowed to use ship's crew to perform hold elestring against paying 5. UE\$500.00 per hold besides normal intermediate held cleaning, but always subject to prior consent of Master/crew and local regulations permitting. All time used to be for Charterers' account. Owners/Master shall (acc) not hold responsible for passing hold inspection for loading next cargo and for any consequences whatshever cause due to such arrangement.
- Charterers to be allowed to out coment holes in order to perform loading with closed 7. hatch covers. Coment holds to be out and re-wolded by shore-side workshop welder at Chasterers' expenses and time with following applied:
- All cutting and restoring of the holes to be fully supervised/attended/approved by (1)classification surveyor with written documents.

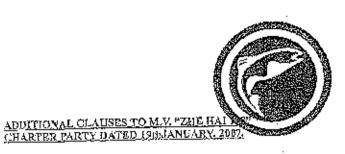
Continued. Clause 88.

- Holes not to be out within the same frame space with the existing grain fooding holes and to be out at the suitable place of hatch cover in accordance with vessel's builder (2)specification.
- When restoring coment holes, chill plates or similar material if decreed necessary by Master/surveyor to be fitted for complete wolding in order to reinstate the hatch covers back to their original condition.
- After completion of restoration, have test to be earled out in presence of classification surveyor and the test result should be to his satisfaction. Otherwise the Charterers have the obligation to rectify the situation until classification surveyor is setiafied.
- All time for proparing, cutting and restoring up to classification surveyor's setteraction $\langle S \rangle$ as well as all expenses including classification surveyor's fees and expenses shall be for Charterers' account.

Sait Protective Clause Ciapse 89.

Charterers are permitted to carry sait (whether it be full or part cargo) and can not be a consecutive voyage after carrying sulphur) during the entire period of this Charter, if exercised, on following conditions:

- Charterers undertake to use holds as little as possible, provided vessel's stability trim 1. and, stress permitting.
- Before loading, all holds assigned for salt to be lime washed by Charterers at their 2. time/express/risk to the satisfaction of Master and independent surveyors appointed by Chartegers at their time/expresse.
- Cargo to be loaded/stowed/trimmod/discharged strictly according to latest IMO 3. and/or any other latest regulations/rules applicable to such cargo.
- All fresh water used for ittigation on to salt during loading/voyage/discharging to be for Charterets' account.
- After discharge Charterers undertake thorough cleaning of holds including removal of lime wash coating and to supply sufficient fresh water at their expense for washing down of all holds to the satisfaction of the Master.



Continued. Clause 89.

- Such cargo not to be the last cargo prior to redelivery. б.
- Any extra expense resulting therefrom/incurred thereby (such as holds cleaning to 7. Musters' serisfactions/holds survey etc.) and any detention through any of above causes to be for Charterers' account.
- Charterers are allowed to use ship's crow to perform time washing and removal of same and requiriting as necessary against paying US\$600.00 per hold besides normal intermediate holds cleaning, but always subject to prior consent of Owners/Master/crew and local regulations permitting, and all time used to be for Charterers' account. Owners/Master are not held responsible for passing bold cleanliness for loading next cargo and for any consequences, whatsoever osused due to such arrangement.

Clause 90.

Cargo gear to be in a fully efficient state as designed during the currency of the Time Charter.

In the event of breakdown of cargo gages by reason of disablement or insufficient power or otherwise, the hire to be reduced pro-ests for the semal period of such insufficiency in proposition to extual working sumber of cargo gears.

If Charterers elect to continue work on hatch or batolies affected by breakdown by hiring shore appliances, Owners are to pay for the shore appliances which to be at reasonable price and prior approved by the Owners, but in such case Charterers are to pay full hire for all time shore appliances are working. Any stevedoring and/or labour charges additionally accruing due to breakdown of vessel's equipment including costs of standby stevedore labout to be for Owners' account.

Ciause 91.

Owners guarantee yessel's betch covers are to be water light throughout this charter period. and if the batch covers found defective, same to be reaffiled at Owners' time and expenses to Charterers' satisfaction. Charterers also have the right to carry out hose test on all hatches on čelivory.



Owners guarantee that vessel's holds are clear of any Strings/super-structures such as car deck, curtain plates whatsoever.

Clause 93.

Vessel is fully fitted with ITF/WWF/ARL on delivery and under this charter.

Clause 94.

Owners guarantee vessel is suitable for grab discharging.

The COFR expired end of 2005, as the vessel did not call at U.S. since then. If Charterers noed, Owners can renew it and it should be 40 days in advance.

Clause 96.

Charterers' option to load interided cargo on deck/hatch covers at Cherrerers' time/expenses in accordance with vessel's deck/haten cover strength and vessel's stability at Master's <u> iscration</u>.

Clause 97.

Charterers' option to wold padeyes on deck/hold at Charterers' time/expenses and same to be removed prior to redelivery but Charterers' option to redeliver vessel without temoval paying US\$4.00 per pedaya.

Clause 98.

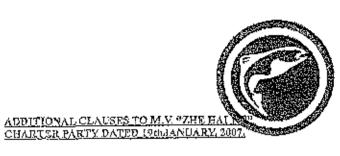
Direct Y2K Clause to be incorporated in the Charter Party.

Clause 99.

Bitmon ISPS Clause to be incorporated in the Charter Party.

Clause 100.

Owners guarantee vessel is fully grain fitted/eleaned/self teinming.



All negociations and eventual fixture if any to be kept top private and confidential and not to be disclosed to others.

Document 1

Bimco Fuel Sulphur Content Clause Clause 102.

Notwithstanding snything clac contained in this Charter Party, the Charterers shall supply fuels of such specifications and gredes to permit the vessel, at all times, to meet the maximum sulpirar content requirements of any emission control zone when the vessel is trading within that zone. The Charterers shall indemnify, defend and hold hasmless the Owners in respect of any loss, liability, delay, fines, costs or expenses arising or resulting from the Charterers' failure to comply with this Clause. For the purpose of this Clause, "emission control zone" shall mean zones as stipulated in MARPOL Annex VI and/or zones regulated by regional and/or national authorities such as, but not limited to, the EU and the US Environmental. Protection Agency.

THE OWNERS

THE CHARTERERS

EXHIBIT 2



STATEMENT OF ACCOUNT

REF NO: | BIZILI-070202-01

2007-03-02

TO: AL TUWALRQI GROUP

| ITEM | DESCRIFTION | | |
|----------|--|--|-------|
| র্য | PRE-FINAL HIRE S.C.A OF MV. SHEHAI 126 | STORG | 3500 |
| DZLIVERY | DAMINGRAM ON 0315UTC 2ND FEB., 2007 | THE RIC | |
| E.0.3 | IFC : 592 MT MDO : 77,6 MT | C.V.E/MONTH | 1,250 |
| PREVIOUS | • | | |
| E.O.R | IPO: MT MDO: MT | ************************************** | |

TOTAL DURATION

22.44791667 DAYS

MET DURATION

22.447917 DAYS

OFF-HIRE

C. GOCODO DAYS

| ITEM | DESCRIPTION | | | D# | C+ | | | |
|-----------------|-------------------|--------|----------|------|-------------|--------------|--------------|--------------|
| NIRE | 12D | | | | | \$425,510.42 | | |
| ļ | | | 02-02 3 | | | | | |
| tres and dome | 1.25 % | 2307-4 | 02-24 1 | 8:96 | trre | | | \$5,331.38 |
| B.0.0 | | îro | 593.6 | x | 785 | 510 | \$183,099.02 | ! |
| | | MDO | 77.56 | x | ⊽ 9⊅ | 810 | \$47,310.99 | |
| B.O.B. | | IÃO | 376 | x | osc | 310 | | \$215,572.40 |
| | | 1000 | 49.32 | х | ರವರಿ | 610 | | \$30,085.20 |
| LLOSC | | | | | | | \$3,500.00 | |
| C/V/E | | 1,250 | PMPR | | | | \$935.33 | |
| EXTRA P/C | | | | | | | | \$14,738.78 |
| MASCER SHOPPING | i G | | | | | | . | \$1,313.54 |
|] Berggi | | | | | | | · [| \$410,28 |
| 310222CR | 15/R | | | | | | i ! | 89,249.31 |
| j l | ø/e | | | | • | | | 0346.35 |
| aurvri | ON | | | | | | | \$495,80 |
| | OFF | | | | | | | \$800.00 |
| PATHENT . | | 2100 7 | 728., 20 | 07 | | | | \$390,062.50 |
| | | 2110 | FZ3., 2 | 007 | | | | 37,668.41 |

| _ | | <u> </u> | l |
|---|----------------------|--------------|---|
| | LATOT SU2 | \$661,385.76 | \$577,080.05 |
| | BALANCE DUE TO OWNER | \$0.00 | 2 9841275 71 |
| | CRAND TOTAL | \$651,355.76 | , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |

OUR BANK ACCOUNT:

KORRA EXCHANGE BANK ENSADONG BRANCH. \$2001, KOREA

BENEFICIARY : UN SHIPPING CO., LCD.

SWIFT CODE : KOEXKRSE

ACCOUNT NO. 650-004633-387-

J.H. SHIPPING CO., LTD.